

HLC, HMM, ONE, and YML are hereinafter collectively referred to as “THE Alliance Lines” or individually as a “THE Alliance Line.”

2. Evergreen Marine Corporation (Taiwan) Ltd.
No. 166, Sec 2
Minsheng East Road
Taipei, Taiwan
Acting on its own behalf and/or on behalf of the other members of
Evergreen Line (ELJSA), consisting of Evergreen Marine Corp. (Taiwan)
Ltd., Evergreen Marine (UK) Ltd., Italia Marittima S.p.A., Evergreen
Marine (Hong Kong) Ltd., ~~and~~ Evergreen Marine (Singapore) Pte
Ltd., and Evergreen Marine (Asia) Pte. Ltd.

Each THE Alliance Line and EMC are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.” Further, any THE Alliance Line and/or EMC may be referred to individually as a “Line” and collectively as “Lines.”

ARTICLE 4: GEOGRAPHIC SCOPE

The geographic scope of this Agreement is the trade between ports in Taiwan, Hong Kong, People’s Republic of China, South Korea, and Panama on the one hand, and ports on the U.S. Gulf Coast of the United States, on the other, as well as ports and points served via such U.S. and foreign ports (the “Trade”).

ARTICLE 5: AUTHORITY

5.1 The Parties are authorized to meet together, discuss, reach agreement and take actions necessary to implement or effectuate agreements regarding sharing of vessels, chartering or exchange of space, and related coordination and cooperative activities pertaining to their operations and services, and related equipment, vessels and facilities in the Trade. It is initially contemplated that the Parties will jointly coordinate the operation and sharing of space on ten (10) container vessels in the Trade with operational capacities between 6,000 and 6,500 TEUs, eight (8) of which will be operated by THE Alliance Lines and two (2) of which will be operated by EMC, on the joint service operated by THE Alliance and EMC known as the EC6 service and AUG service respectively (the “Service”).

5.2 In furtherance of the authorities set forth in Article 5.1, the Parties are authorized to engage in the following activities, to the extent permitted by the applicable law of the relevant jurisdictions within the scope of this Agreement, and subject to compliance with any applicable requirements:

(a) ~~Consult and agree upon the type, capacity, speed, and total number of vessels to be used and contributed by each Party, including changes in the number and size of vessels provided by any Party, and substitution of vessels and the terms, conditions and operational details pertaining~~

- (a) Consult and agree upon the type, capacity, speed, and total number of vessels to be used and contributed by each Party, including changes in the number and size of vessels provided by any Party, and substitution of vessels and the terms, conditions and operational details pertaining thereto, and the name or other characteristics of the Service, without the need to amend this Agreement, provided that the Parties are authorized to adjust the number of linehaul vessels to be used in connection with